

Exhibit “L”

Memo

To: Diane Rosetsky
From: Barbara L. Davidson, PhD
Date: 11/27/06
Re: Final pay & other end of employment issues

Your communications to your supervisor and me over the past few weeks make it clear that you are not interested in performing the duties of Program Assistant as defined by the NBME. The job that you proposed in your email of November 22, 2006, is not available and will not be offered to you. As such, effective Friday December 1, 2006, your employment with the NBME is terminated.

According to policy, on December 14, 2006 you will receive pay for any hours worked during the pay period of November 20 – December 3, 2006. On December 28, 2006 you will receive pay for any unused personal days, any unused vacation days for 2006 less any days taken and you will receive two weeks pay in lieu of notice.

Please keep us updated on any change of address. Your final pay stub (if you have direct deposit), or your final paycheck will be mailed to the address we have on file. Also, your 2006 W-2 which will be mailed in January of 2007 will be sent to this address as well.

On September 27, 2005 you signed the Employee Innovation and Proprietary Information Agreement and are still bound by the terms of this agreement which states that all writings, programs, concepts or other intellectual properties developed by the employee while employed by the NBME are the sole property of the NBME. Such property, as well as any trade secrets or other confidential information acquired by the employee while employed by the NBME, cannot be removed from the NBME premises and cannot be used by the employee, published, or disclosed to third parties. A copy of this agreement is attached.

NBME 001509